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FB: 58-42014
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Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
04/30/2014 14:38:33.00



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Return to: Michael D. Matejka, Woods & Aitken, LLP, 10250 Regency Circle, Suite 525,
Omaha, NE 68114

DECLARATION OF NONEXCLUSIVE ACCESS EASEMENT

THIS DECLARATION OF NONEXCLUSIVE ACCESS EASEMENT (the "Declaration") is dated as of the 29th day of April, 2014, by Lyman-Richey Corporation, a Delaware corporation domesticated in the State of Nebraska ("Declarant") and SJL, LLC, a Nebraska limited liability company ("Purchaser").

RECITALS

WHEREAS, the Declarant is the owner of real property in the City of Omaha, Douglas County, State of Nebraska, legally described as set forth in Exhibit A attached hereto and incorporated herein by this reference (the "Burdened Property"); and

WHEREAS, Declarant is the owner of real property in the City of Omaha, Douglas County, State of Nebraska, legally described as set forth in Exhibit B attached hereto and incorporated herein by this reference (the "Benefitted Property") (the Burdened Property and the Benefitted Property may be referred to herein jointly as the "Property"); and

WHEREAS, the Declarant has agreed to sell the Burdened Property to Purchaser and Purchaser has agreed to purchase the Burdened Property from Declarant and as part of the consideration for the purchase of the Burdened Property, Purchaser has agreed that the Burdened Property shall be subject to this Declaration for the benefit of the Benefitted Property; and

WHEREAS, the Burdened Property and the Benefitted Property have a common boundary, and Declarant desires to grant an easement for access over and across that portion of the Burdened Property as described or shown on Exhibit C-1 and C-2 attached hereto and incorporated herein by this reference for the benefit of the Benefitted Property (the "Easement Area").

NOW, THEREFORE, Declarant hereby establishes the following easement:

113866

Article I Definitions

For purposes hereof, the following words shall have the definitions set forth in this Article I, except as otherwise expressly provided elsewhere in this Declaration:

A. Owner. "Owner" or "Owners" shall mean Declarant and any and all successors or assigns of such persons as the owner or owners of fee simple title to all or any portion of the Property, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property.

B. Permittees. "Permittees" shall mean the tenant(s) or occupant(s) of any portion of the Property, and the respective employees, agents, contractors, customers, invitees and licensees of such Owner and/or such Owner's tenant(s) or occupant(s).

Article II Grant of Easements

A. Grant of Easement. Subject to the terms and conditions set forth in this Declaration, Declarant hereby grants for the use and benefit of the Owner of the Benefitted Property and such Owner's Permittees, a nonexclusive easement (the "Easement") for purposes of vehicular ingress and egress over and across the Easement Area and for maintenance and repairs as set forth herein.

B. Use. The Owner of the Burdened Property may use the Easement Area as an access road and for all other purposes which do not interfere with use of the Easement by the Owner of the Benefitted Property. The Owner of the Burdened Property may put fencing and a gate that can be locked on the Burdened Property as long as such Owner provides reasonable access through such fencing and gate to the Owner of the Benefitted Property. The Owner of the Benefitted Property shall give the Owner of the Burdened Property at least 24 hour notice of the need to use the Easement so that the Owner of the Burdened Property may provide for access through the fencing and gate.

C. Repairs. The Owner of the Benefitted Property shall be responsible for repairing any damage to the Burdened Property by the use of the Easement by the Owner of the Benefitted Property. The Owner of the Burdened Property shall be responsible for the repairs and maintenance of the Easement Area, including but not limited to the removal of snow.

D. Term. The easements, covenants, conditions and restrictions contained in this Declaration shall be effective commencing on the date of recordation of this Declaration in the office of the register of deeds or similar recording office of the county and state where the Property is located, and shall remain in full force and effect thereafter unless otherwise modified, amended or terminated in accordance with this Declaration (the "Term") and shall run with the land and be binding upon the Owners and their successors and assigns and remain in full force and effect thereafter unless otherwise modified.

E. Indemnification. The Owner of the Benefited Property hereby indemnifies and saves the Owner of the Burdened Property, harmless from any claim or action of any nature and all liability, damage, expense, suits or judgments, arising out of its use of the Easement, unless any such claim, action, liability, damage, expense, suits or judgment is caused by the negligence or intentional misconduct of Grantor.

Article III
Miscellaneous

A. No Waiver. No waiver of any breach of any of the agreements contained in this Declaration shall be construed as or constitute a waiver of any other breach, or waiver, acquiescence or consent to any further or succeeding breach of the same or any other easement or agreement.

B. No Rights in Public; No Implied Easements. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of Property. No easements, except those expressly set forth in Article II, shall be implied by this Declaration.

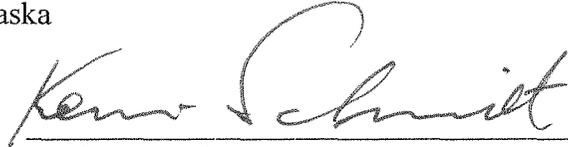
C. Governing Law. This Declaration shall be construed in and enforced in accordance with the laws of the State of Nebraska.

D. Modification or Amendment. This Declaration may only be modified, amended, or terminated in a writing signed by all of the then-current Owners of the Property, evidenced by a document fully executed and acknowledged and recorded with the office of the register of deeds or similar recording office of the county and state where the Property is located.

E. Run with the Land. It is intended that the easements, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the Property benefited thereby, shall bind every person having any fee, leasehold or other interest in the Property and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

IN WITNESS HEREOF, the undersigned does hereby execute this Declaration on the day and year first written above.

LYMAN-RICHEY CORPORATION, Declarant,
a Delaware corporation domesticated in the State of
Nebraska

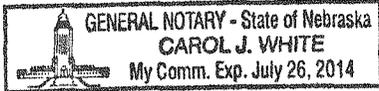
By: 

Name: Kevin Schmidt

Title: President & CEO

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 27th day of April, 2014, by Kevin Schmidt, President & CEO of Lyman-Richey Corporation, a Delaware corporation domesticated in the State of Nebraska, on behalf of the corporation.



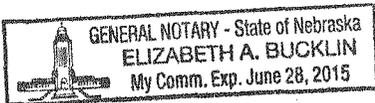
Carol J. White
Notary Public

SJL, LLC, Purchaser
a Nebraska limited liability company

By: Jennifer Jones
Jennifer Jones, Member

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on this 29th day of April, 2014, by Jennifer Jones, Member of SJL, LLC, a Nebraska limited liability company, on behalf of the limited liability company.



Elizabeth A. Bucklin
Notary Public

EXHIBIT A

Legal Description of Burdened Property

58-42002

Lot 2, in West Benson Replat 4, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska

And

Lot 2, in West Benson Replat 15, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska.

EXHIBIT B

Legal Description of Benefitted Property

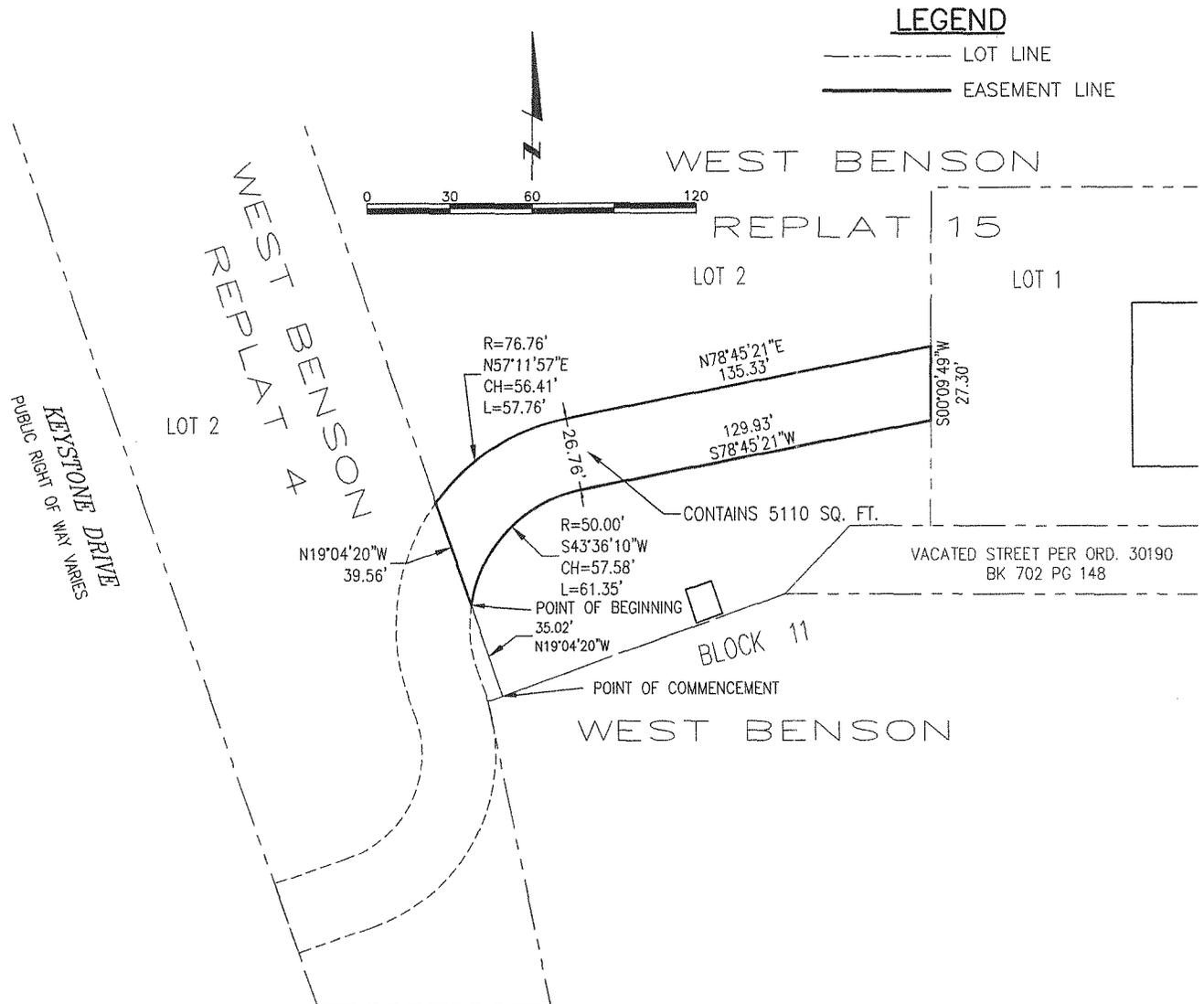
58-42014

Lot 1, in West Benson Replat 15, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska.

EASEMENT EXHIBIT C-1

LEGAL DESCRIPTION

A permanent 26.76 foot wide easement for ingress and egress over that part of Lot 2, WEST BENSON REPLAT 15, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, described as follows:
 Commencing at the southwest corner of said Lot 2, WEST BENSON REPLAT 15;
 Thence North 19°04'20" West for 35.02 feet on the west line of said Lot 2 to the TRUE POINT OF BEGINNING;
 Thence North 19°04'20" West for 39.56 feet continuing on said west line;
 Thence along a curve to the right (having a radius of 76.76 feet and a long chord bearing North 57°11'57" East for 56.41 feet) for an arc length of 57.76 feet;
 Thence North 78°45'21" East for 135.33 feet to the west line of Lot 1, WEST BENSON REPLAT 15;
 Thence South 00°09'49" West for 27.30 feet on said west line;
 Thence South 78°45'21" West for 129.93 feet;
 Thence along a curve to the left (having a radius of 50.00 feet and a long chord bearing South 43°36'10" West for 57.58 feet) for an arc length of 61.35 feet to the POINT OF BEGINNING.
 Contains 5110 square feet.



**LAMP RYNEARSON
 & ASSOCIATES**

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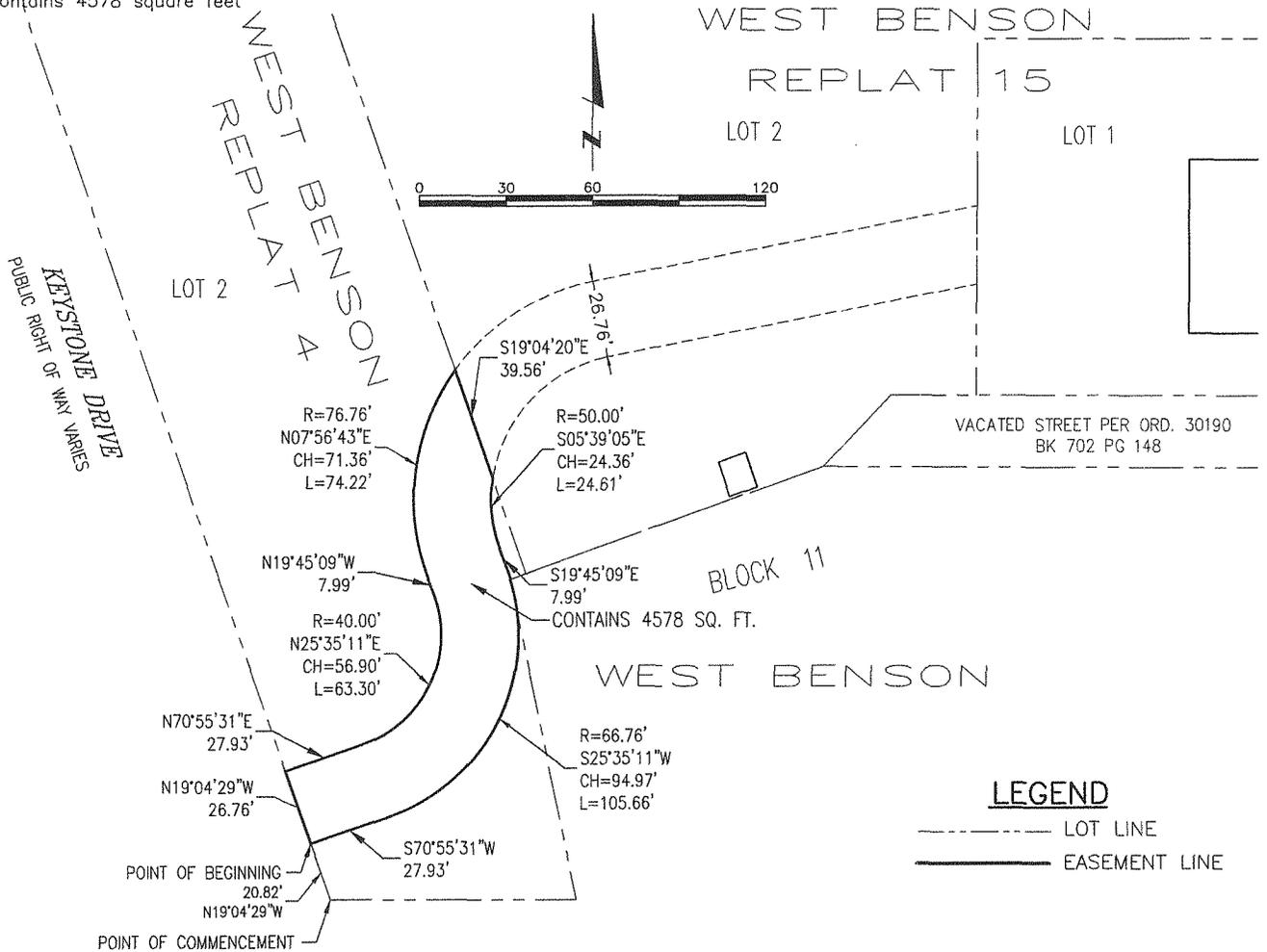
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EASEMENT EXHIBIT C-2

LEGAL DESCRIPTION

A permanent 26.76 foot wide easement for ingress and egress over that part of Lot 2, WEST BENSON REPLAT 4, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, described as follows:
 Commencing at the southwest corner of said Lot 2, WEST BENSON REPLAT 4;
 Thence North 19°04'29" West (bearings referenced to the FINAL PLAT of WEST BENSON REPLAT 4) for 20.82 feet on the east right of way line of Keystone Drive and the TRUE POINT OF BEGINNING;
 Thence North 19°04'29" West for 26.76 feet continuing on said east right of way line;
 Thence North 70°55'31" East for 27.93 feet;
 Thence along a curve to the left (having a radius of 40.00 feet and a long chord bearing North 25°35'11" East for 56.90 feet) for an arc length of 63.30 feet;
 Thence North 19°45'09" West for 7.99 feet;
 Thence along a curve to the right (having a radius of 76.76 feet and a long chord bearing North 07°56'43" East for 71.36 feet) for an arc length of 74.22 feet to the west line of Lot 2, WEST BENSON REPLAT 15, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska;
 Thence South 19°04'20" East for 39.56 feet on said west line;
 Thence along a curve to the left (having a radius of 50.00 feet and a long chord bearing South 05°39'05" East for 24.36 feet) for an arc length of 24.61 feet;
 Thence South 19°45'09" East for 7.99 feet;
 Thence along a curve to the right (having a radius of 66.76 feet and a long chord bearing South 25°35'11" West for 94.97 feet) for an arc length of 105.66 feet;
 Thence South 70°55'31" West for 27.93 feet to the POINT OF BEGINNING.
 Contains 4578 square feet



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